

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
GREENVILLE DIVISION**

**In the Matter of:
LEGACY ENTERPRISES OF
NORTH AMERICA, LTD
Debtor**

**Chapter 11
Case No.: 24-03477-5-JNC**

**SECOND SUPPLEMENT TO SECOND STATUS REPORT REGARDING YANKEE'S
AND R1'S COMPLIANCE WITH PRIOR ORDERS OF THIS COURT AND REQUEST
FOR ADDITIONAL SANCTIONS**

NOW COMES Legacy Enterprises of North America, LTD ("Debtor") by and through undersigned counsel of record, pursuant to this Court's Second Order Regarding Continued Contempt of Yankee and R1 ("Order") [Doc. No. 78], and respectfully submits to the Court this supplement to its second status report as to R1 Truck Repair, Inc. ("R1") and Yankee Freight, LLCs' ("Yankee") (collectively referred to herein as "Possessing Parties") complying with this Court's Order Granting Motion for Turnover of Property of the Bankruptcy Estate ("Turnover Order") [Doc. No. 38], and Order of Contempt as to Yankee and R1 and Directing Further Show Cause Hearing ("Show Cause Order") [Doc. No. 57]. In support thereof, Debtor shows additional supplemental information unto the court the following:

1. On February 11, 2025, counsel for Possessing Parties notified Debtor's counsel that the remaining four (4) trucks ("Trucks") were "operable and ready" for pick up.
2. Debtor's principal, Mr. David Faulk ("Faulk"), confirmed with a representative of Possessing Parties that he intended to travel to Illinois on February 19, 2025, to which the representative replied that the Trucks were available at Faulk's convenience.
3. On February 18, 2025, Eastern North Carolina was struck by a rare weather event involving ice, sleet, and snow which prevent Faulk from departing for Illinois, further delaying his travels.

4. On February 26, 2025, Faulk traveled to Illinois, and contacted the representative for Possessing Parties confirming his arrival time that evening around 8:30 p.m. Possessing Parties' representative agreed to have one of the Trucks running for Faulk upon his arrival.

5. Shortly thereafter, Possessing Parties representative contacted Faulk to say that the Trucks would not be available the evening of February 26, 2025, but only between the hours of 9:00 a.m. and 5:00 p.m., forcing Faulk to stay an additional night at a hotel.

6. On February 27, 2025, Faulk inspected the four remaining Trucks, finding that each truck would not start.

7. After a jump start, fluid leveling, and electronic diagnostic, Truck 5810 presented multiple "warning lights" on the driver's display. Faulk expressed his deep concern for the status of Truck 5810 to Possessing Parties representative, and after an additional electronic diagnostic and "forced regen" the Possessing Parties representative assured Faulk that he would make the journey to NC.

8. Faulk drove Truck 5810 approximately 25 miles from Possessing Parties' facility, when three warning lights appeared on the driver's display and the engine went into "derate mode" limiting Truck 5810's top speed to 55mph.

9. Faulk proceeded a few miles more across the border into Indiana, where he stopped and attempted a "Parked regen" with no success. Faulk then made the decision to return Truck 5810 Possessing Parties' facility to prevent being stalled on the side of the road and requiring a tow.

10. During Faulk's return trip of Truck 5810, travelling at a top speed of 55 mph through several jurisdictions with speed limits of 70 mph caused Truck 5810 to become a dangerous impedance of the flow of traffic. Once Faulk reached Possessing Parties' facility, the Truck 5810 had in fact derated from 55 mph down to 5 mph.

11. On February 28, 2025, Faulk left Truck 5810 for further diagnostic by Possessing Parties' representative, and managed to restore Truck 5808 to running condition after a jump start, fluid leveling, and road inspection. Faulk successfully returned Truck 5808 to NC.

12. Once again, Faulk made the Possessing Parties representative aware of his plans to return on Monday, March 2, 2025 with an additional driver to pick up the remaining three Trucks. Possessing Parties representative assured Faulk that he would work on the remaining three Trucks, and give Faulk an update on which Trucks would be ready for pick up upon Faulk's return to Possessing Parties' facility.

13. On March 3, 2025, Faulk received an update from Possessing Parties associate claiming that two of the remaining three Trucks are operable.

14. Debtor has secured a driver to return the remaining three Trucks to Debtor's address in NC, but is uncertain as to how this will affect the current time tables.

15. Debtor has incurred additional expenses involving his most recent trip to Illinois in the amount of \$811.14. See attached Exhibit A.

16. Debtor requests that the Possessing Parties be required to pay the additional amount of \$811.14 as a sanction.

17. Debtor is filing this second supplement to the second status report and requesting additional sanctions from the Court in the total amount of \$811.14.

18. Pursuant to this court's Second Order Regarding Continued Contempt of Yankee and R1 [Doc. No. 78], Debtor requests an additional hearing on Possessing Parties' further contempt.

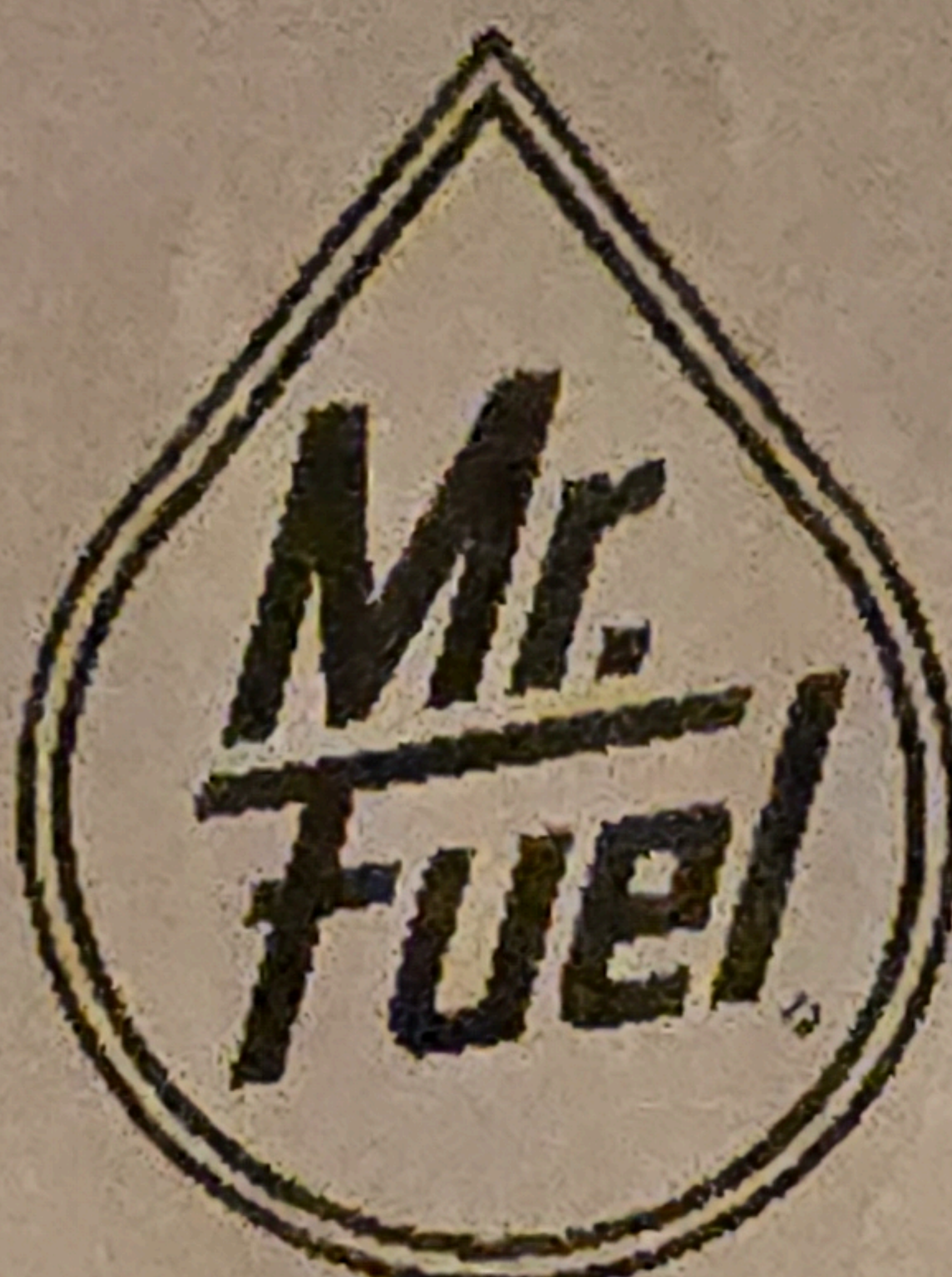
This the 4th day of March, 2025.

s/George Mason Oliver
GEORGE MASON OLIVER
N.C. State Bar No. 26587
THE LAW OFFICES OF

OLIVER & CHEEK, PLLC
PO Box 1548
New Bern, NC 28563
(252) 633-1930
(252) 633-1950 (fax)
Email: george@olivercheek.com
Attorney for Debtor

Exhibit A - 2/26-2/28/25 Fees and Expenses

Fuel	\$	400.00
Greyhound Bus Ticket	\$	206.46
Hotel	\$	165.72
Lyft rides	\$	38.96
Total Due	\$	811.14



STORE 719
2945 Burr Street
Gary, IN 46406
(219) 844-0502
02/28/2025

SALE

Transaction #: 3124660

Qty	Name	Price	Total
1	Truck Diesel	400.00	400.00
	Pump:	23	
	Gallons:	108.137	
	Price / Gal:	3.699	

Subtotal	400.00
Sales Tax	0.00
Total	400.00

Received

Debit Card		400.00
XXXXXXXXXXXX8927	TAP	
Approved		
Auth #:	876058	

TYPE: COMPLETION
US DEBIT (T)
AID: A00000000980840
TVR: 0000000000
IAD: 06061203A00000
ARC: 00

Verified by PIN

IMPORTANT - Retain this copy for your records.

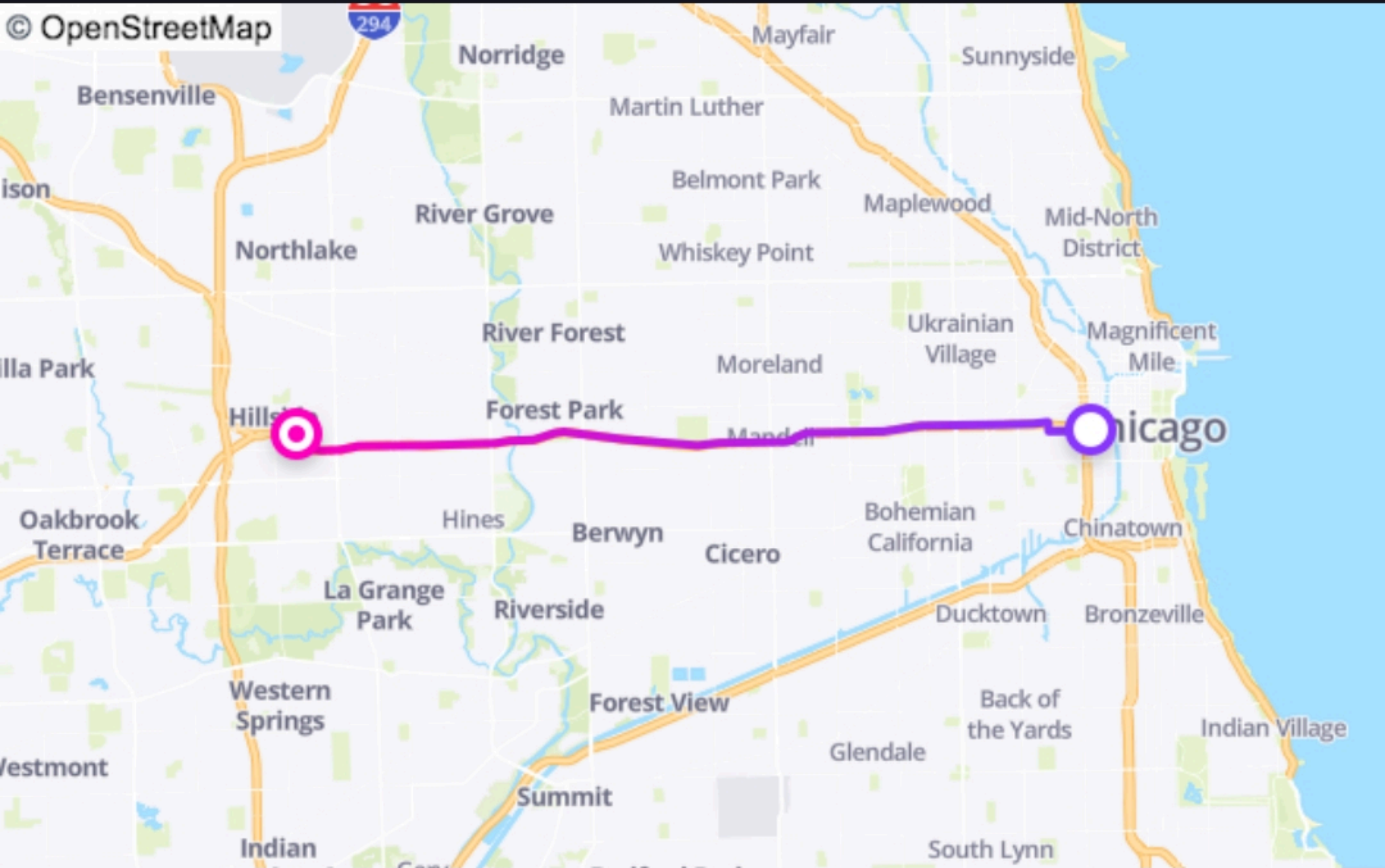
CUSTOMER COPY

Vehicle ID: 808

VehicleID	808
CompanyName	LEGACY
Odometer	
TripNumber	



Feb 26, 2025, 7:55 PM • 13.4 miles • 17 min



Greyhound

Chicago, IL 60607

Pickup

19:55

4575 Frontage Rd

Hillside, IL 60162

Drop-off

20:13

Payment

Lyft Standard fare (13.4 mi, 17m)	\$21.79
Downtown Zone Surcharge	\$1.50
City of Chicago Accessibility Fee	\$0.10
City of Chicago Fee	\$1.13
Tip	\$1.48



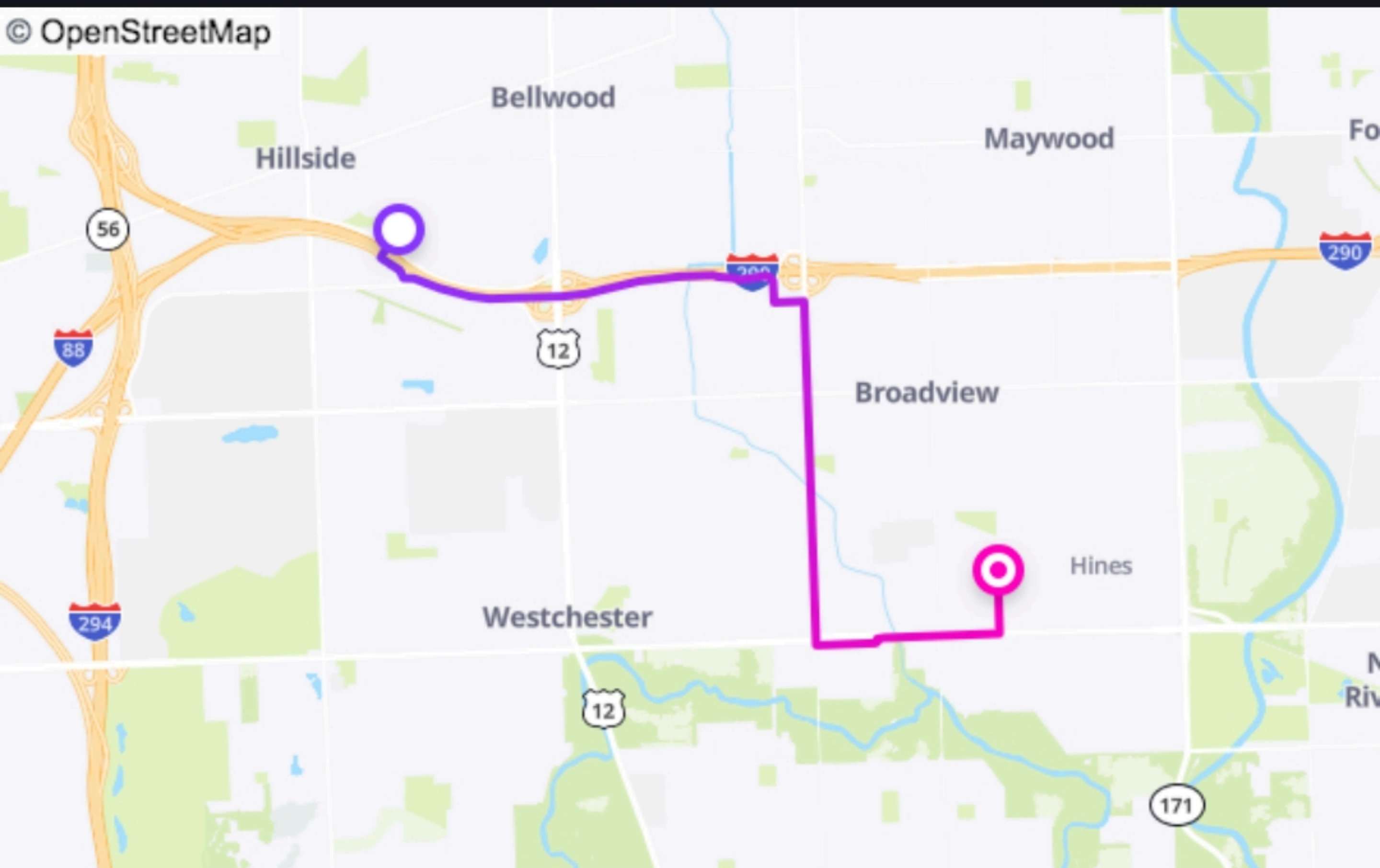
Visa *2639
Total charge

\$26.00



Trip

Feb 27, 2025, 11:35 AM • 4.4 miles • 10 min



4575 Frontage Rd
Hillside, IL 60162

Pickup
11:35

2717 S 13th Ave
Broadview, IL 60155

Drop-off
11:46

Payment

Lyft Standard fare (4.4 mi, 10m) **\$12.96**



Visa *2639
Total charge

\$12.96



Personal
Visa *2639



Your payment method has already been charged. Changing



Tuesday, Feb 25, 2025

11:15 AM

Ahoskie (Ahoskie Bus Stop)

301 W Main St, 27910 Ahoskie

Route US0654s

Greyhound

Direction Raleigh Bus Station

Operated by Greyhound Lines, Inc

02:40 PM

Raleigh Bus Station

You have 3 Hrs. 15 Min. for your transfer

05:55 PM

Raleigh Bus Station

2210 Capital Blvd, 27604 Raleigh

Route US0670

Greyhound

Direction New York Port Authority

Operated by Greyhound Lines, Inc

Feb 26

12:05 AM

Baltimore Downtown Bus Station

Continued on next page



The same QR code is used for your entire journey

<div>Adult</div> <div>Dave Faulk</div>	<div>US0654s</div> <div>Seat</div> <div>12D</div>	<div>US0670</div> <div>Seat</div> <div>6B</div>
	<div>1 × Carry-on bag(s)</div> <div>25 lbs · 16.5×12×7 in</div>	<div>1 × Stored bag(s)</div> <div>50 lbs · 31.5×20×12 in</div>

Additional information

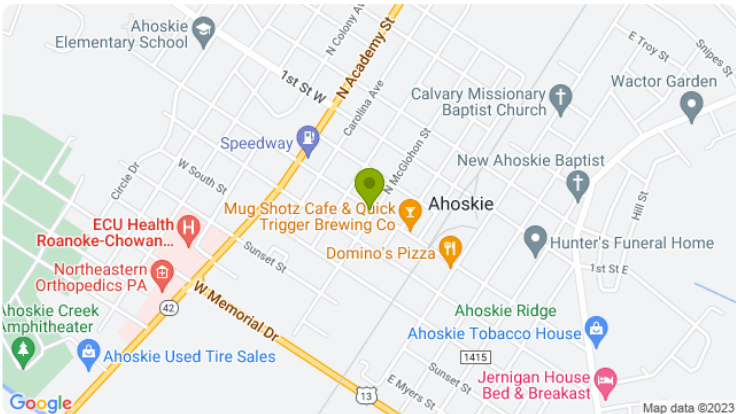
- Total price: USD 206.46
- Manage My Booking: shop.greyhound.com/rebooking
- Track your trip: greyhound.com/track/order/3233596398
- FAQ: greyhound.com/help-and-info

Your checklist for your trip

- ☐ Arrive on time for boarding (usually 15 mins prior to departure)
- ☐ Double check dimensions and print baggage tag.
More information at: greyhound.com/travel-info/baggage

Your departure station

Ahoskie (Ahoskie Bus Stop), 301 W Main St, 27910 Ahoskie



 You have **1 Hrs. 55 Min.** for your transfer

📍 630 W Harrison St, 60607 Chicago



The same QR code is used for your entire journey

1 x Stored bag(s)
50 lbs · 31.5x20x12 in

FAQ: greyhound.com/help-and-info

Double check dimensions and print baggage tag.
More information at: greyhound.com/travel-info/baggage

A map of Ahoskie, North Carolina, showing a grid of streets. Major roads include N Academy St, W Memorial Dr, and W South St. Landmarks and businesses marked include Ahoskie Elementary School, Ahoskie Creek Amphitheater, ECU Health Roanoke-Chowan..., Northeastern Orthopedics PA, Ahoskie Used Tire Sales, Mugshotz Cafe & Quick Trigger Brewing Co, Domino's Pizza, Ahoskie Ridge Tobacco House, Ahoskie Baptist Church, New Ahoskie Baptist, Hunter's Funeral Home, Wactor Garden, and Jernigan House Bed & Breakfast. A green pin marks a location near the intersection of N Academy St and W Memorial Dr. The map is credited to Google and shows data from 2015.

The Terms and Conditions of Purchase of FlixBus Inc apply to the booking of tickets. You can find them at: [greyhound.com/terms-and-conditions-of-purchase](https://www.greyhound.com/terms-and-conditions-of-purchase). The Terms and Conditions of Travel of the respective carrier apply to carriage. These can be found at: [greyhound.com/terms-and-conditions-of-travel](https://www.greyhound.com/terms-and-conditions-of-travel). You will find the carrier/concession holder ("carrier") of your connection in the invoice. Travelling with our buses is without regard to race, color, creed, religion, gender, national origin or physical ability.

Receipt

Expedia itinerary: 73041852839282

Purchase date: Feb 27, 2025

Booking details

MainStay Suites Chicago Hillside

4575 Frontage Rd, Hillside, IL, 60162 United States of America

Check-in: Feb 26, 2025

Check-out: Feb 27, 2025

1 room x 1 night

Room, 1 Queen Bed, Non Smoking

Booked for: Dave Faulk

Payment details

Room price

Wed, Feb 26	\$74.00
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Taxes & Fees	\$8.86
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Total	\$82.86
	Paid
	[Visa 8927]

Receipt

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Purchase date: Feb 27, 2025

Booking details

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4575 Frontage Rd, Hillside, IL, 60162 United States of America

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Taxes & Fees	\$8.86
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Total	\$82.86
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Paid
[Visa 8927]

CERTIFICATE OF SERVICE

I, George Mason Oliver, Post Office Box 1548, New Bern, North Carolina 28563, certify:

That I am, and at all times hereinafter mentioned was, more than eighteen (18) years of age;

That on the 4th day of March, 2025, I served copies of the foregoing Second Supplement to Second Status Report and Request for Additional Sanctions on the parties listed below via CM/ECF or U.S. Mail, First Class, sufficient postage pre-paid, as indicated; and

I certify under penalty of perjury that the foregoing is true and correct.

This the 4th day of March, 2025.

The Law Offices of Oliver & Cheek, PLLC

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To:
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Joseph Z. Frost (via CM/ECF)
Sub Chapter V Trustee

Edwin M. Hardy (via CM/ECF)
*Attorney for Yankee Freight
Systems, LLC & R1 Truck Repair*